1 2	Gregg S. Kleiner, State Bar No. 141311 RINCON LAW LLP 268 Bush Street, Suite 3335	
3	San Francisco, California 94104 Telephone No.: 415-672-5991	
4	Facsimile No.: 415-680-1712 Email: gkleiner@rinconlawllp.com	
5	Counsel for FRED HJELMESET,	
6	Trustee in Bankruptcy	
7		
8	UNITED STATES BA	ANKRUPTCY COURT
9	NORTHERN DISTRI	ICT OF CALIFORNIA
10	SAN JOSE	EDIVISION
11	In re	Case No. 18-50958 MEH Chapter 7
12	ICHARTS, INC.,	Hon. M. Elaine Hammond
13	Debtor.	DECLARATION OF FRED HJELMESET
14 15	Debtor.	IN SUPPORT OF MOTION FOR ORDER APPROVING AGREEMENT TO SETTLE LITIGATION, PURCHASE SOURCE CODE AND GENERAL RELEASE
16		[No Hearing Required Unless Requested]
17		
18	I, Fred Hjelmeset, declare as follows:	
19	1. I am serving as Chapter 7 Trustee	of the estate of the above Debtor. This declaration
20	is filed in support of my motion for an order aut	horizing me to enter into an "Agreement to Settle
21	Litigation Claim, Purchase Source Code and Gen	neral Release" that I have entered into with Valerie
22	Duncker ("Defendant") and Seymore Duncker or	his assigns ("Buyer"). A true and correct copy of
23	the Agreement is attached hereto as Exhibit A.	
24	2. The Debtor filed a voluntary peti	tion under Chapter 7 of the Bankruptcy Code on
25	April 30, 2018 ("Petition Date"). I am informed	and believe and on that basis state that prior to the
26	Petition Date, the Debtor operated a software plati	form which included enterprise solutions and third-
27	party software integration.	

e: 18-50958 Doc# 40-1 Filed: 02/03/20 Entered: 02/03/20 10:09:54 Page 1 of 23

- I am informed and believe and on that basis state that: (i) on or about November 9, 2017, the Defendant loaned to the Debtor \$50,000 in cash ("Funding Date"); (ii) the loan was memorialized by a promissory note and security agreement ("Loan"); (iii) on January 4, 2018, approximately 55 days after the Funding Date, Defendant caused to be filed and recorded with the California Secretary of State a UCC-1 financing statement, Filing No. 18-7625944238 ("CA UCC-1"); (iv) on January 12, 2018, approximately 62 days after the Funding Date, Defendant caused to be filed and recorded with the Delaware Department of State a UCC-1 financing statement, Filing No. Filing No. 2018 0286191 ("DE UCC-1", collectively with the CA UCC-1, the "Financing Statements"); and (v) on February 1, 2018, less than 90 days prior to the Petition Date, the Defendant received from the Debtor a payment in the amount of \$60,000 ("Transfer") which represented the full repayment of the principal of the Loan, plus a 20% loan premium of \$10,000. The Defendant is an "insider" of the Debtor as that term is defined by 11 USC §101(31)(B).
- 4. On February 27, 2019, with the assistance of my counsel, I filed an adversary proceeding against the Defendant entitled *Fred Hjelmeset v. Valerie Duncker*, Adversary Proceeding No. 19-05011 ("Adversary" or "Complaint"). Among other things, the Adversary asserts that: (i) the Defendant is an insider of the Debtor as defined by 11 U.S.C. § 101(31)(B)(vi); (ii) the recording of the Financing Statement that resulted in the Defendant's alleged perfection of her security interest in the Debtor's assets was filed more than 30 days after the Funding Date; and (iii) Defendant's line should be avoided as an insider preference because the Debtor was insolvent at the time that the Funding Date occurred ("Insider Preference"). In addition, the Complaint seeks to avoid and recover for the benefit of the estate the Transfer, \$60,000, as an avoidable preference pursuant to 11 U.S.C. § 547(b) ("90 Day Preference").
- 5. The Defendant has vigorously disputed the allegations set forth in the Complaint. With the assistance of counsel, I have engaged in months of formal and informal discovery and settlement discussions with the Defendant. Subject to court approval, I seek to resolve the dispute under the terms of the Agreement.
- 6. I believe that the settlement is in the best interest of the Estate and meets the standards of Martin v. Kane (In re A&C Properties), 784 F.2d 1377, 1381 (9th Cir. 1986); cert. den. sub nom

Martin v. Robinson 479 U.S. 854 (1986) ("A&C").

- 7. With respect to the first and third A&C factors, probability of success and complexity of the litigation, I believe that the estate's chances of prevailing in the litigation are far from certain. In order to prevail, the estate must establish that the Debtor was insolvent at the time that the Financing Statements were filed with the secretaries of state. While my counsel has gathered evidence to establish that the Debtor was insolvent at this time and I have engaged an expert whom I believe can competently testify to establish that the Debtor was insolvent during this time period, there is no guaranty that they can establish this key component of the litigation. If the estate is unable to prevail, the estate will receive nothing through the litigation. I am informed and believe and on that basis state that the Defendant asserts that she has a new value defense in the amount of \$9,200, which she can offset against any judgment that the estate receives against her. In addition, because of anticipated expenses related to discovery and trial expenses (including expert witness costs, litigation fees, etc.), the fees and costs associated with successfully obtaining a judgment could exceed the net amount the estate could receive if the matter went to trial.
- 8. The second A&C factor, difficulty in collection, is also of concern. I do not know how difficult it would be to collect a judgment from the Defendant and costs of collection could further reduce the sums available to the estate from a judgment against the Defendant.
- 9. The fourth and final A&C factor concerns the paramount interest of creditors. If the Agreement is approved by the Bankruptcy Court, the estate will receive \$16,000 in cash from the Defendant and Buyer and it will eliminate the costs and expense the estate will incur if it took the matter to trial, and eliminate the possibility that the estate would not prevail at trial and/or be able to collect on a judgment against the Defendant.

I declare under penalty of perjury that the above statements are true and that if called as a witness I could and would testify to their truthfulness. This declaration is executed on the day of January 2020 in Mountain View, California

FRED HJELMESE

AGREEMENT TO SETTLE LITIGATION CLAIM, PURCHASE SOURCE CODE AND GENERAL RELEASE

This Agreement to Settle Litigation Claim, Purchase Source Code and General Release ("Agreement") is entered into this 27th day of January 2020 by and between: (i) Fred Hjelmeset, solely in his capacity as the duly appointed and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate of ICharts, Inc. ("Debtor"), Case No. 18-50958 MEH ("Estate") pending before the United States Bankruptcy Court, Northern District of California, San Jose Division ("Bankruptcy Court"); (ii) Valerie Duncker ("Defendant"); and (iii) Seymour Duncker, the Debtor's former CEO, or his assigns ("Buyer"). The parties to this agreement may be singularly referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on April 30, 2018 ("Petition Date"). Prior to the Petition Date, the Debtor operated a software platform which included enterprise solutions and third-party software integration.
- B. On or about November 9, 2017, the Defendant loaned to the Debtor \$50,000 in cash ("Funding Date"). The loan and other amounts advanced by three other lenders (together with Defendant, the "Secured Lenders") were memorialized by promissory notes and loan and security agreements, dated as of October 25, 2017 (as subsequently amended, the "Loan and Security Agreements"). The Loan and Security Agreements generally provide for actions thereunder to be taken collectively by, and be binding on, all Secured Lenders by approval of the majority of the loans outstanding thereunder.
- C. On January 4, 2018, approximately 55 days after the Funding Date but more than 90 days prior to the Petition Date, Defendant caused to be filed and recorded with the California Secretary of State a UCC-1 financing statement, Filing No. 18-7625944238 ("CA UCC-1").
- D. On January 12, 2018, approximately 62 days after the Funding Date but more than 90 days prior to the Petition Date, Defendant caused to be filed and recorded with the Delaware Department of State a UCC-1 financing statement, Filing No. Filing No. 2018 0286191 ("DE UCC-1", collectively with the CA UCC-1, the "Financing Statements").
- E. On February 1, 2018, less than 90 days prior to the Petition Date, the Defendant received from the Debtor a payment in the amount of \$60,000 ("Transfer") which represented the full repayment of the principal of the loan, plus a 20% loan premium of \$10,000.
- F. In April 2018, weeks before the Petition Date, Defendant asserts that she loaned \$9,200 to the Debtor, reflected as nonpriority creditor number 3.159 on Schedule E/F.
- G. Buyer, the Debtor's former CEO, asserts that the Debtor was engaged in selling business intelligence software that can operate as a standalone tool or can be integrated with NetSuite and was developed by the Debtor's engineering team. Buyer has identified the Source

Code underlying that software as located in a specific repository and as including but not limited to three parts: (i) a Java back-end, (ii) a Javascript front-end, and (iii) certain number of intermediary scripts that run on and connect it to the NetSuite platform (together, the "Source Code"). Buyer represents that the Debtor owns all right, title, and interest in and to the Source Code. The Trustee asserts that he does not have possession of the Source Code.

- H. Buyer asserts that, on or about January 13 and 14, 2020, the holders of the majority of the loans outstanding under the Loan and Security Agreements authorized the termination of the Loan and Security Agreements and the filing of UCC statements reflecting the termination of the blanket liens over the Debtor's personal property granted under the Loan and Security Agreements pursuant to signed termination agreements, annexed hereto as Exhibits 1 & 2.
- I. On February 27, 2019, the Trustee filed an adversary proceeding against the Defendant entitled *Fred Hjelmeset v. Valerie Duncker*, Adversary Proceeding No. 19-05011 ("Adversary" or "Complaint"). Among other things, the Adversary asserts that: (i) the Defendant is an insider of the Debtor as defined by 11 U.S.C. § 101(31)(B)(vi); (ii) the recording of the Financing Statement that resulted in the Defendant's alleged perfection of her security interest in the Debtor's assets was filed more than 30 days after the Funding Date; and (iii) Defendant's lien should be avoided as an insider preference because the Debtor was insolvent at the time that the Funding Date occurred ("Insider Preference"). In addition, the Trustee seeks to avoid and recover for the benefit of the estate the Transfer, \$60,000, as an avoidable preference pursuant to 11 U.S.C. § 547(b) ("90 Day Preference").
- J. The Defendant has vigorously disputed the allegations set forth in the Complaint. The Defendant asserts, among other things, that: (i) the presumption of insolvency under 11 U.S.C. section 547 does not apply to the Defendant's recordation of the Financing Statements; (ii) the Debtor was solvent during relevant portion of the Insider Preference period; and (iii) as a consequence, the Transfer is not avoidable.
- K. The Trustee and the Defendant have engaged in months of formal and informal discovery and settlement discussions. A trial in the Adversary is set for March 3rd and 4th, 2020, before the Bankruptcy Court. As set forth below, the Parties seek to reach a settlement and resolution of the Estate's claims set forth in the Adversary and, sell to the Buyer the Estate's right, title and interest in the Source Code.

AGREEMENT

NOW, therefore, in exchange for good and valuable consideration, consisting of the mutual promises set forth herein, receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. The above Recitals are incorporated by this reference and fully set forth herein.
- 2. This Agreement remains subject to Bankruptcy Court approval which the Trustee shall seek following the execution of this Agreement.

- 3. Provided this Agreement is approved by the Bankruptcy Court in its entirety, the Defendant and Buyer shall deliver to the Trustee the sum of \$16,000 ("Payment"), which Payment shall be delivered to the Trustee by wire transfer as provided in this Agreement. A copy of the wire transfer instructions has been delivered to counsel for the Defendant.
- 4. Within three (3) business days of the Parties' execution of this Agreement, the Defendant shall deliver to the Trustee, by wire transfer, a deposit in the amount of \$3,500. The balance of the Payment, \$12,500, shall be delivered to the Trustee, by wire transfer, within five (5) business days following the entry of the Bankruptcy Court's order approving this Agreement.
- 5. Upon the Trustee's receipt of the entire Payment, the Defendant and Trustee shall execute a stipulation for dismissal, with prejudice, of the Complaint, each side shall bear its own costs.
- 6. Upon the Trustee's receipt of the entire Payment, the Trustee shall execute a bill of sale to the Buyer or Buyer designee identified to the Trustee prior to Bankruptcy Court approval of this Agreement, conveying all of the Estate's right, title, and interest, if any, in and to the Source Code, and Buyer shall be authorized to access and retrieve the entire Source Code from its repository. The Source Code is being sold "as is, where is", without any representations or warranties whatsoever, with all representations and warranties expressly disclaimed. The Trustee shall have no deliverables to the Buyer other than an obtaining an entered order approving this Agreement and a bill of sale. For purpose of this Agreement, the Payment shall be allocated as follows: (i) \$15,000 to resolving the disputes set forth in the Adversary; and (ii) \$1,000 to the Source Code.
- 7. Except as otherwise provided in this Agreement, the Payment, or any portion of the Payment actually received by the Trustee, shall not be refundable. If the Bankruptcy Court declines to approve this Agreement in its entirety, and the Court's decision is not the result of any actions or inactions on the part of the Defendant or the Buyer in breach of the Agreement, the Payment, or any portion of the Payment actually received by the Trustee, shall be returned to the Defendant. If the Bankruptcy Court declines to approve this Agreement as the result of any actions or inactions on the part of the Defendant or Buyer in breach of the Agreement, the Trustee shall retain the Payment, or any portion of the Payment actually received by the Trustee, for the benefit of the Debtor's Estate.
- 8. To ensure delivery of the Payment, the Defendant shall execute a stipulated judgment in favor of the Trustee in the amount of \$16,000 ("Judgment"), which shall only be valid and effective upon the Bankruptcy Court's approval of the Agreement, in its entirety. A copy of the Judgment is attached hereto as Exhibit 3. The Defendant's obligation under the Judgment shall be reduced by payments the Trustee actually receives under this Agreement. Provided that the Defendant complies with and is otherwise not in breach of any of the provisions of this Agreement, the Trustee shall not take action to enforce the Judgment. Time is of the essence with respect to the provisions of this Agreement. This provision shall be interpreted in the strictest sense. Failure by the Defendant or the Trustee to timely perform any requirement set forth in this Agreement on or before the date upon which their performance is due, even if performance is late by only a single day, shall result in the applicable relief set forth in this Agreement, without regard to the relative hardship of the Party.

- 9. The Parties agree to execute all documents and take all reasonable actions directly and through their attorneys, which are necessary or helpful to effectuate the purposes of this Agreement.
- 10. Upon Bankruptcy Court approval of this Agreement, except for the Trustee's duties and obligations under this Agreement, the Defendant, her successors, assignees, insurers, agents, attorneys and accountants and all persons and/or entities claiming by or through them, and each of them (the "Defendant Releasing Parties"), release and forever discharge the Trustee, the Estate, the Debtor, and their predecessors, successors, assignees, professionals, insurers, agents, employees, partners, attorneys, and accountants, and each of them (the "Trustee Released Parties"), from any and all claims, debts, actions, demands, reckonings, accountings, liabilities, obligations, and causes of action, of whatever kind or nature, arising from the beginning of time through the date of entry of an order authorizing the Trustee to enter into this Agreement, which they may have, hold, or may hold, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, asserted or not asserted, in law or equity (the "Claims"), concerning or relating to the Bankruptcy Case, the Transfer, the Insider Preference, the 90 Day Preference and the Adversary (the "Bankruptcy Claims" and together with any and all Claims, collectively, the "Released Matters").
- 11. Upon Bankruptcy Court approval of this Agreement, except for the Defendant's duties and obligations under this Agreement, Trustee, the Estate, the Debtor, and each of his or its successors, assignees, insurers, agents, accountants, attorneys, representatives, and all persons and/or entities claiming by or through them, and each of them (the "Trustee Releasing Parties"), release and forever discharge the Defendant, and her respective predecessors, successors, assignees, professionals, insurers, agents, attorneys, partners, and accountants, and each of them and each of them (the "Defendant Released Parties"), from the Released Matters.
- 12. Upon Bankruptcy Court approval of this Agreement, except with respect to enforcing this Agreement, Trustee Releasing Parties and Defendant Releasing Parties forever waive any and all benefits and rights he, she, it, or they may have, now hold, or in the future may have or hold that concern, arise from, or relate to the Released Matters by reason of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13. The Trustee Releasing Parties and Defendant Releasing Parties understand that if the facts giving rise to this Agreement are found later to be different from or other than the facts now believed by him, her, it, or them to be true, or if new facts come to his, her, its, or their attention, each and all of them accept and assume the risk of such possible differences in the facts and agree that the releases above shall be and remain effective, notwithstanding such new or different facts.

- 14. The Trustee Releasing Parties and Defendant Releasing Parties agree not to appeal from, seek relief from, seek reconsideration of, or otherwise challenge or take any action with respect to any order entered in the Bankruptcy Case approving this Agreement.
- 15. The Defendant Releasing Parties covenant and agree never to commence, aid in any way, prosecute, cause to be commenced, or maintain any litigation or proceeding (including any bankruptcy proceeding) against or adverse to the Trustee Released Parties that concerns the Released Matters.
- 16. The Trustee Releasing Parties covenant and agree never to commence, aid in any way, prosecute, cause to be commenced, or maintain any litigation or proceeding (including any bankruptcy proceeding) against or adverse to the Defendant Released Parties that concerns the Released Matters.
- 17. The Defendant represents and warrants that she has full authority to bind herself to the terms of this Agreement; that she or it has not assigned, transferred, conveyed, or otherwise disposed of any interest in any Claims arising from or related to the Released Matters; and that no one else is asserting any claim to the Released Matters.
 - 18. Each Party shall bear his or its own attorneys' fees and costs.
- 19. The Parties make no representations or warranties regarding the legal effect or tax consequences of this Agreement, or of any such filing or reporting by the Parties, or any of them.
- 20. Each Party acknowledges that he, she, or it has not received nor relied upon any tax advice from any other Party.
- 21. The Parties warrant and represent that they have read and understand this Agreement, that they have had a free and unfettered opportunity to consult individually and jointly with an independent attorney of their choosing who is licensed to practice law in the State of California regarding this Agreement and its effect, and that they execute this Agreement voluntarily and without duress or undue influence.
- 22. If any provision of this Agreement is held illegal, invalid, or unenforceable, then any such provision shall be deemed stricken and the remainder shall not be affected and shall remain in full force and effect.
- 23. Neither this Agreement, nor any provision within it, shall be construed against any Party or its attorney because it was drafted in full or in part by such Party or its attorney. The Agreement shall be accordingly construed equally against all Parties. In this regard, the Parties waive any and all benefits and rights he, she, it, or they may have under California Civil Code § 1654, which provides as follows:

IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST.

- 24. This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the matters described herein, and any and all prior and contemporaneous agreements, representations, discussions, negotiations, commitments, and understandings are merged into and superseded by this Agreement. No representations, verbal or otherwise, express or implied, other than those written and contained herein have been made or relied upon by any of the Parties.
- 25. Except for provisions related to the sale of the Source Code, this Agreement represents a compromise of disputed claims and shall not be asserted or construed to be an admission of liability on the part of any Party, each of which denies any liability.
- 26. The Agreement may not be modified except by a writing signed by all Parties, with specific written reference to this Agreement, and with approval of the Bankruptcy Court.
- 27. The Bankruptcy Court shall retain exclusive jurisdiction to resolve all disputes concerning the interpretation and enforcement of this Agreement. Each Party, by its signature to this Agreement, hereby stipulate to an order providing for the Bankruptcy Court's jurisdiction with regard to the matters covered by this Agreement.
- 28. This Agreement shall be construed in accordance with the laws of the State of California, except to the extent it is controlled by the federal bankruptcy laws.
- 29. This Agreement may be executed in one or more counterparts for the convenience of the Parties hereto, all of which together shall constitute one and the same instrument. Facsimile signatures, or signatures transferred in pdf format, shall be treated as original signatures for all purposes.

DATED: January 28,2020

FREID HJELMESET, solely in his capacity as

Chapter 7 Trustee of Charts, Inc.

DATED: January 31, 2020

VALERIE DUNCKER

DATED: January 30, 2020

EXECUTION COPY

APPROVED AS TO FORM AND CONTENT

DATED: January 28, 2020 RINCON LAW LLP

By: /s/Gregg S. Kleiner GREGG S. KLEINER

Attorneys for Trustee

DATED: January 31, 2020

NASSIRI & JUNG LLP

By:

JOSE RAUL ALCANTAR VILLAGRAN
Attorneys for Defendant, Valerie Duncker

DLLOW INSTRUCTIONS A. NAME & PHONE OF CONTACT AT FILER (optional) Seymour Duncker, (650) 472-0650 B. E-MAIL CONTACT AT FILER (optional) Sduncker@gmail.com C. SEND ACKNOWLEDGMENT TO: (Name and Address) NASSIRI & JUNG LLP Attn: Jose Raul Alcantar 1700 Montgomery Street, suite 207 San Francisco, CA 94111		U.C.C	elaware Department of S U.C.C. Filing Section Filed: 04:24 PM 01/17/20: C. Initial Filing No: 2018 (mendment No: 2020 0428 rice Request No: 202003	20)286191 682
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3. INITIAL FINANCING STATEMENT FILE NUMBER	16-	This FINANCING STATEMENT A	MENDMENT is to be filed (for	
018 0286191		or recorded) in the REAL ESTAT Filer: ettech Amendment Addendum (onn UCC3Ad) and provide Debto	
TERMINATION: Effectiveness of the Financing Statement Statement	I identified above is terminated with re	spect to the security interest(s) of \$	Secured Perty authorizing this	Termination
ASSIGNMENT (full or partial): Provide name of Assignee For partial assignment, complete items 7 and 9 and also ind		gnee in item 7c <u>and</u> name of Assign	or in Ifem 9	
CONTINUATION: Effectiveness of the Financing Stateme continued for the additional period provided by applicable la		security interest(s) of Secured Pa	ty authorizing this Continuation	on Statement i
PARTY INFORMATION CHANGE:				
Check one of these two boxes	AND Check one of these three boxes to — CHANGE name and/or address		plete item ,, DELETE mame.	Give rareart no
This Change affects Debtor or Secured Party of record	item 6a.or 6b, and item 7a or i	7b and item 7c 7a or 7h, and item		
CURRENT RECORD INFORMATION: Complete for Party In 68, ORGANIZATION'S NAME	nformation Change - provide only one na	ame (6a or 6b)		
W. STORMERION S NAME				
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL N	AME ADDIT	IONAL NAME(S)/INITIAL(S)	SUFFIX
CHANGED OR ADDED INFORMATION: Complete for Assignment The ORGANIZATION'S NAME	ant or Party Information Change - provide only on	e name (7a or 7b) (use exact, full name; do no	t omit_modify, or abbreviate any part of	the Debtor's nam
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UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

EXHIBIT 1
EXHIBIT A

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2018 0286191 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment to in 12a ORGANIZATION'S NAME Felix Regehr Vermoegensverwaltung GmbH OR 125, INDIVIDUAL'S SURNAME FIRST PERSONAL HAIJE ADDITIONAL MAME(S)/INITIAL(S) SUFFEX

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13.	Name of DEBTOR or related financing statement (Name of a current Debto): Provide only
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	iCharts, Inc.			
OR	(36 IRDWIDUAC'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL HAME(S)-INITIAL(S)	SUFFIX
7.7	ADDITIONAL DELABOR FOR ITEMA (D. II.)			

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FRANCING STATEMENT AMENDMENT:	17. Description of real estate:
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16. Name and address of a RECORD OWNER of real estate described in from 17	
(if Debtor does not have a record interest).	
18. MISCELLANEOUS:	

UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

EXHIBIT 1 **EXHIBIT A**

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOL	LEOWINSTRUCTIONS
	NITIAL FINANCING STATEMENT FILE NUMBER: Same as item to on Alegardment for 2018 0286191
12.	NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Arcendment form
	12a ORGANIZATIONS NAME Consulting Management & Finance AG
OR	
OI	125 INDIVIDUAL'S SURHAUSE
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OR	136 INDIVIDUAC'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL HAME(S)-INITIAL(S)	SUFFIX
16.	This FIMARCING STATEMENT AMENDMENT: [] covers timber to be out		ion of real estate	

International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

18. MISCELLANEOUS:

EXHIBIT 1
EXHIBIT A

Case: 18-50958 Doc# 40-1 Filed: 02/03/20 Entered: 02/03/20 10:09:54 Page 13

	NITIAL FINANCING STATEMENT FILE NUMBER: 2018 0286191	Same as item 1a on Arrendment form	
12.	NAME OF PARTY AUTHORIZING THIS AMENDME	NT: Same as item 9 on Amendment form	
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OR	125 INDIVIDUAL'S SURMAINE		
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	icharts, Inc.		***
OR	(3) INDIVIDUAL'S SURNAME	FIRST PERSONAL	HAME ADDITIONAL HAME(S)-INITIAL(S) SUFFI,
14	ADDITIONAL SPACE FOR ITEM 8 (Collateral)		

15. This FINANCING STATEMENT AMENOMENT:	17. Description of real estate:
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18. MISCELLANEOUS:	

International Association of Commercial Administrators (IACA) FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

EXHIBIT 1
EXHIBIT A

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2. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Seme as item 9 on Amendment form 12a ORGANIZATION'S NAME 12b. INDIVIDUAL'S SURNAME Duncker FREST PERSONAL RAME Valerie ADDITIONAL MAKE (SHINITIAL (S) SUFFIX THE ABOVE SPACE IS FOR FILING OFFI 8. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only to some fling offices - sea Instruction one Descorpance (13a or 13b) (use exact, full paging) do not omit importly, or abbreviate any part of the Debtor's dame), see Instructions to name does not tit	
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136 INDIVIDUAL'S SURNAME FIRST PERSONAL HAME ADDITIONAL HAME(S) INITIAL(SUFFIX

15. This FIRARCING STATEMENT AMENDMENT:	17. Description of real estato:
covers timber to be out covers as-extracted collateral is filed as a lixture bling	
16. Name and address of a RECORD OWNER of real estate described in term 17	
(if Debtor does not have a record interest):	
18. MISCELLANEOUS:	

International Association of Commercial Administrators (IACA) FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

EXHIBIT 1
EXHIBIT A

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	C FINANCING STATEMENT AMENDMEN	т	2	07758	5154	
	LOW INSTRUCTIONS NAME & PHONE OF CONTACT AT FILER (optional)		01	/17/202	0 15:56	
5	Seymour Duncker, (650) 472-0650		110		FILED	
	E-MAIL CONTACT AT FILER (optional) sduncker@gmail.com				CALIFORNIA	
	SEND ACKNOWLEDGMENT TO: (Namo and Address)		SO		SECRETARY OF STATE	
١	NASSIRI & JUNG LLP Attn: Jose Raul Alcantar 1700 Montgomery Street, suite 207 San Francisco, CA 94111	7	85	499490002	UCC 3 FILING	
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	INITIAL FINANCING STATEMENT FILE NUMBER	11	70.00	TATEMENT AME	NDMENT is to be filed (for r	
8	-7625944238		Filer: attach Amendm	ent Addendum (For	UCC3Ad) and provide Debtor	
b	TERMINATION: Effectiveness of the Financing Statement identified above Statement	ve is terminated wi	th respect to the security	interest(s) of Sec	ured Party authorizing this	l ermination
	ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7 For partial assignment, complete items 7 and 8 and also indicate affected of		Assignee in item 7c and r	name of Assignor	n item 9	
	CONTINUATION: Effectiveness of the Financing Statement identified al	hove with respect t	o the encurity interest(s)	of Socured Party	authorizing this Continuation	n Statement
1	his Change affects Debtor or Secured Party of record item 6 CURRENT RECORD INFORMATION: Complete for Party Information Chan	e of these three book NGE name and/or ac 5a or 6b; <u>and</u> item 7	ides to: idress; Complete a or 7b <u>and</u> item 7c	DD name: Complete or 7b, and item 7c	e item DELETE name: 0	
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UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

EXHIBIT 2 EXHIBIT A

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I. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 18-7625944238					
2. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form 12a. ORGANIZATION'S NAME					
12a. ORGANIZATION'S NAME Felix Regehr Vermoegensverwaltung GmbH					
		-			
12b. INDIVIDUAL'S SURNAME					
FIRST PERSONAL NAME					
ADDITIONAL NAME(S)INITIAL(S)		SUFFIX			
Name of DERTOR on related financian			THE ABOVE	SPACE IS FOR FILING OFFICE	USE ONLY
Name of DEBTOR on related financing statement (Name one Debtor name (13a or 13b) (use exact, full name; do not omit,	of a current Debtor of record rec modify, or abbreviate any part of	quired for indexing of the Debtor's na	purposes only in me); see Instruction	some filling offices - see Instruction item ins if name does not fit	13): Provide o
13e. ORGANIZATION'S NAME iCharts, Inc.				***************************************	
13b. INDIVIDUAL'S SURNAME	FIRST PERSO	ONAL NAME		ADDITIONAL	
	,	SITURE (VAINE		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
ADDITIONAL SPACE FOR ITEM 8 (Collateral):					
ADDITIONAL SPACE FOR ITEM 8 (Collateral):					
ADDITIONAL SPACE FOR ITEM 8 (Collateral): his FINANCING STATEMENT AMENDMENT: covers timber to be cut covers one and address of a RECORD OWNER of real estate described (Debtor does not have a record interest):	is filed as a fixture files	17. Description o	of real estato:		

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 18-7625944238						
2. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form						
	12a. ORGANIZATION'S NAME Consulting Management & Finance AG					
	Obrigating Management & Finance AG					
3	12b, INDIVIDUAL'S SURNAME					
	FIRST PERSONAL NAME					
	ADDITIONAL NAME(SYINITIAL(S)		SUFFIX			
3. 1	Name of DEBTOR on related financing statement (Name of a current Det 200 Debtor name (13s or 13b) (use exact, full name; do not omit, modify, or abb	btor of record	required for indexi		SPACE IS FOR FILING OFFICE some filing offices - see Instruction item	USE ONLY
	138. ORGANIZATION'S NAME	reviate any pa	art of the Debtor's	name); see Instruction	ons if name does not fit	
2	iCharts, Inc.					
	13b. INDIVIDUAL'S SURNAME	FIRST PER	RSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
. 17	#5 FINANCING STATEMENT AMENOMENT:			n of real estate:		
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L X	covers timber to be cut covers as-extracted collateral is filed a	18 a fixture fille		n of real estate:		
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11.	NITIAL FINANCING STATEMENT FILE NUMBER: Same as iter 8-7625944238	m 1a on Amendment form				
12.	NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same a	as item 9 on Amendment for	m			
	12a. organization's NAME Wetterstein Capital GmbH					
OR	12b. INDIVIDUAL'S SURNAME					
	FIRST PERSONAL NAME	~				
	ADDITIONAL NAME(S)/INITIAL(S)	su	FFIX			
13.	Name of DEBTOR on related financing statement (Name of a cu	rrent Debtor of record requir	ed for indexing		SPACE IS FOR FILING OFFICE	USE ONLY
	13a. ORGANIZATION'S NAME	y, or abbreviate any part of t	he Debtor's nar	me); see Instruction	ons if name does not fit	13): Provide onl
OR	iCharts, Inc. 13b. INDIVIDUAL'S SURNAME					
	130. HOLVIDONE S SURNAME	FIRST PERSON	AL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
5.1	IIS FINANCING STATEMENT ANENDMENT					1002
6. N	ils FINANCING STATEMENT AMENDMENT:	is filed up a fiving files	. Description o	d real estate:		 85499490002
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International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

. 1	NITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a 8-7625944238	on Amendment form		
2.	NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as its			
	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S SURNAME Duncker			
	FIRST PERSONAL NAME Valerie			
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
			THE ABOVE SPACE IS FOR FILING OFFICE	uan au v
	Name of DEBTOR on related financing statement (Name of a current one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or	t Debtor of record required for index		13): Provide of
	13a. ORGANIZATION'S NAME	abbreviate any part of the Debtor's	name), see Instructions if name does not fit	107. 7101100
١	iCharts, Inc.			
١	13b. INDIVIDUAL'S SURNAME			
Į			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	ADDITIONAL SPACE FOR ITEM 8 (Collateral):	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
	ADDITIONAL SPACE FOR ITEM 8 (Collateral):	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
1	ADDITIONAL SPACE FOR ITEM 8 (Collateral):	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
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FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

1	Gregg S. Kleiner (SBN 141311)			
2	RINCON LAW LLP 268 Bush Street, Suite 3335			
3	San Francisco, CA 94104 Tel: 415-672-5991			
4	Fax: 415-680-1712 gkleiner@rinconlawllp.com			
5	Counsel for Plaintiff			
6	FRED HJELMESET			
7				
8	UNITED STATES BA	ANKRUPTCY COURT		
9	NORTHERN DISTR	ICT OF CALIFORNIA		
10	SAN JOSE	EDIVISION		
11	In re	Case No. 18-50958 MEH		
12	ICHARTS, INC.,	Chapter 7 Hon. M. Elaine Hammond		
13	Termiters, rive.,			
14	Debtor.			
15	FRED HJELMESET, Chapter 7 Trustee,	Adv. Proc. No. 19-05011		
16	Plaintiff.	JUDGMENT BY STIPULATION		
17	V.	0. 11 . 5 . 11		
18	VALERIE DUNCKER,	[No Hearing Required]		
19	Defendant.			
20				
21	Pursuant to the provisions of the "Agreement to Settle Litigation Claim, Purchase Sourc			
22	Code and General Release. ("Agreement") by and between Fred Hjelmeset ("Plaintiff") and Valeri			
23	Duncker ("Defendant"), the provisions of the Agreement having been approved by this Court and			
24	good cause appearing			
25	JUDGMENT IS HEREBY ENTERED in	n favor of the Plaintiff, and against the Defendant		
26	Valerie Duncker, as follows:			
27	///			
28	///			
]		
,	· ·			

- 1. The Plaintiff shall have a judgment against Defendant in the amount of \$16,000.
- 2. The judgment set forth in Paragraph 1 shall be reduced by dollar-for-dollar by all amounts made by Defendant to Plaintiff under the Agreement.
- 3. Interest on the judgment shall accrue at the current federal rate of interest, which interest shall be stayed pursuant to the provisions of the Agreement; and
 - 4. Each side shall bear their own costs.

*** END OF JUDGMENT ***

*** COURT SERVICE LIST *** No Court service requested.

EXHIBIT 3
EXHIBIT A

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